

EXHIBIT 1

The Honorable Richard A. Jones
The Honorable Brian A. Tsuchida

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

EXPEDITORS INTERNATIONAL OF
WASHINGTON, INC., a Washington
corporation,

Plaintiff,

v.

ARMANDO CADENA SANTILLANA, an
individual,

Defendant.

NO. 2:20-cv-00349-RAJ-BAT

**DECLARATION OF KEVIN
OSBORN IN SUPPORT OF
EXPEDITORS' OPPOSITION TO
DEFENDANT'S MOTION TO
DISMISS**

NOTE ON MOTION CALENDAR:
October 2, 2020

I, KEVIN OSBORN, hereby state and declare as follows:

1. I am the Vice President, Associate General Counsel, and Chief Ethics & Compliance Officer for Plaintiff Expeditors International of Washington, Inc. ("Expeditors" or "the Company"). I am competent to testify and make this declaration based on personal knowledge.

2. Defendant Armando Cadena Santillana ("Cadena") was previously employed in the accounting department of Expeditors' wholly-owned subsidiary, Expeditors International de Mexico S.A. de C.V. ("Expeditors Mexico"). In his capacity as regional controller for the Company's Mexican branches, and specifically as to accounting matters, Cadena reported

1 directly to Bradley Powell, the Chief Financial Officer (“CFO”) of Expeditors, who is located
2 in Seattle at Expeditors’ global headquarters.

3 3. Expeditors is a Washington corporation based in Seattle. It has subsidiaries
4 around the world and, all told, currently employs about 17,750 persons globally. The Company
5 and its subsidiaries conduct themselves as an integrated organization with consistent (and, in
6 many instances, identical) standards, policies, and regulations. Expeditors has an established
7 Code of Business Conduct (“Code”) that applies to every employee, director, and officer
8 worldwide. A true and correct copy of the Code is attached hereto as **Exhibit A**.

9 4. During the course of his employment, Cadena received certain stock option
10 grants from Expeditors:

- 11 • a Non-Qualified Stock Option granted May 3, 2016 for 2,100 shares of
- 12 Expeditors commons stock;
- 13 • a Non-Qualified Stock Option granted May 21, 2015 for 2,000 shares of
- 14 Expeditors common stock; and
- 15 • a Non-Qualified Stock Option granted in May 7, 2014 for 2,000 shares of
- 16 Expeditors common stock.

17 5. Each of these grants was made pursuant to a written Stock Option Plan—the
18 2016 grant was pursuant to the Expeditors 2016 Stock Option Plan, the 2015 grant was
19 pursuant to the Expeditors 2015 Stock Option Plan, and the 2014 grant was pursuant to the
20 Expeditors 2015 Stock Option Plan.

21 6. Each of these grants was also subject to a written Stock Option Agreement. A
22 true and correct copy of the Stock Option Agreement for the 2016 grant to Cadena is attached
23 hereto as **Exhibit B**. A true and correct copy of the Stock Option Agreement for the 2015 grant
24 to Cadena is attached hereto as **Exhibit C**. A true and correct copy of the Stock Option
25 Agreement for the 2014 grant to Cadena is attached hereto as **Exhibit D**.

26 7. In 2019, as a result of an Internal Audit review of concerns raised by an internal
27 whistleblower, Expeditors discovered that Cadena, in concert with several other Expeditors

1 Mexico employees, was and had been engaged in material financial misconduct over the course
2 of several years. The investigation revealed several misappropriations, including that, *e.g.*,
3 Cadena and his co-conspirators fraudulently invoiced higher amounts for services rendered to
4 Expeditors Mexico and then transferred the overprice to accounts for which the co-conspirators
5 and/or their family members were personal beneficiaries.

6 8. The total amount embezzled is believed to be in excess of USD \$2.85 million.
7 When confronted with the results of the Internal Audit review, Cadena and two of his co-
8 conspirators ultimately acknowledged their fraud and misconduct. One of the co-conspirators,
9 Luis Ricardo Delgado Ramirez, promptly repaid to Expeditors Mexico what he had stolen—2.6
10 million Mexican pesos (approximately USD \$134,555). For his part, Cadena drafted and
11 signed a handwritten confession in which, among other things he represented that he was
12 “willing to return the funds as soon as possible.” Attached hereto as **Exhibit E** is a true and
13 correct copy of Cadena’s signed confession.

14 9. In light of his misconduct, Cadena’s employment with Expeditors Mexico was
15 terminated with cause on December 4, 2019.

16 10. By letter dated January 29, 2020, Cadena wrote to Expeditors in Seattle and
17 indicated that he wished to exercise certain options (*i.e.*, the vested options from the grants
18 identified in Paragraph 4 above) and thereby obtain Expeditors common stock. Attached here
19 to as **Exhibit F** is a true and correct copy of Cadena’s correspondence to Expeditors.

20 11. On January 30, 2020, I had a telephone call with Mat Harrington of Stokes
21 Lawrence, P.S., who stated that he represented Cadena. I told Harrington that Cadena’s fraud
22 and theft disqualified him from exercising his Expeditors stock options.

23 12. By letter dated January 31, 2020, Harrington asserted that—notwithstanding
24 Cadena’s admitted fraud and theft (which conduct Harrington characterized as “collateral
25 disputes arising from his employment”)—Cadena was still entitled to exercise stock options
26 and obtain Expeditors common stock and the associated personal benefit. Attached hereto as
27 **Exhibit G** is a true and correct copy of Harrington’s letter.

13. By letter dated February 5, 2020, Fidelity Stock Plan services, which provides administrative and record keeping services for the Expeditors Stock Option Plans, responded to an inquiry from Cadena. Attached hereto as **Exhibit H** is a true and correct copy of Fidelity Stock Plan Services' letter.

14. In the event that Cadena is permitted to exercise his options, he will obtain common stock of Expeditors International of Washington, Inc. In the event that the Court determines that Cadena is not entitled to exercise his options, then those options will be cancelled according to the Plan(s) terms.

15. Cadena’s Motion to Dismiss states that he has “filed suit against Expeditors Mexico in Mexican Labor Court” and that “[l]itigation in that case is ongoing.” Mtn. at 4:14-

16. Expeditors is aware that Cadena has initiated a proceeding in Mexico but no litigation is ongoing. As of yet, Expeditors Mexico has not been served with any complaint.

16. Despite Cadena's representation that would "return the funds" he had embezzled, he has not done so to date.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT THE FOREGOING IS TRUE AND CORRECT.

Executed this 28th day of September, 2020 at Renton, Washington.

s/Kevin Osborn
Kevin Osborn

Exhibit A



Code of **Business Conduct**

A Message from Our President & CEO

Expeditors has had a Code of Business Conduct for many years. While the core Cultural Values embedded in the Code—Integrity, Excellence, and Confidence, among others—remain unchanged, we have refreshed the Code to update its look and feel. I think you will find it better organized, easier to read and understand, and more useful on a day-to-day basis.

Early in the Code's introductory section are these words:

"This Code is not a comprehensive guide to all of Expeditors' policies or to all of our responsibilities under law and regulation. Instead, the Code is an important reference to help you understand your obligations and think through how to do business the right way."

To me, those two sentences are in many ways the most important in the entire document. The Code guides and instructs us about how to protect and honor Expeditors, our shareholders, our customers, our service providers, and—most importantly—each other. It is a source of strength and wisdom that, when followed, enables us all to do business the right way, no matter what our job title, area of responsibility, or immediate task. I encourage you to read the Code thoroughly and refer to it often.



A handwritten signature in black ink that reads "Jeff Musser".

Jeff Musser
President & Chief Executive Officer

A Message from Our CECO

As Expeditors' Chief Ethics & Compliance Officer, I too urge you to carefully review the Company's updated Code of Business Conduct, incorporate its guidance into how you represent Expeditors, and always keep in mind that how we conduct business is just as important as what we do.

The Code's true value is in its reinforcement of the fundamental principles of ethical, compliant conduct. Those principles aren't unique to Expeditors, but they are simple, elegant, and powerful:

- Be honest & accurate
- Be good
- Be loyal
- Be fair & objective
- Be respectful & considerate

Expeditors is absolutely committed to abiding by these fundamental values and to exceptional performance with integrity. All of us rely on each other to uphold the highest standards in all that we do. Not clear on something? Consult with your supervisor, manager, DM, RVP, or other Company leader. And if I can assist you in any way, please do not hesitate to contact me, day or night.



A handwritten signature in black ink, appearing to read 'Kevin Osborn'.

Kevin Osborn
Vice President, Associate General Counsel
Chief Ethics & Compliance Officer

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A Message from Our CEO

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Accessing the helpline

Expeditors provides a helpline, operated by an independent service provider, to enable anyone to anonymously report any suspected misconduct.



Online

expeditors.ethicspoint.com

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Introduction

Does the Code apply to me?

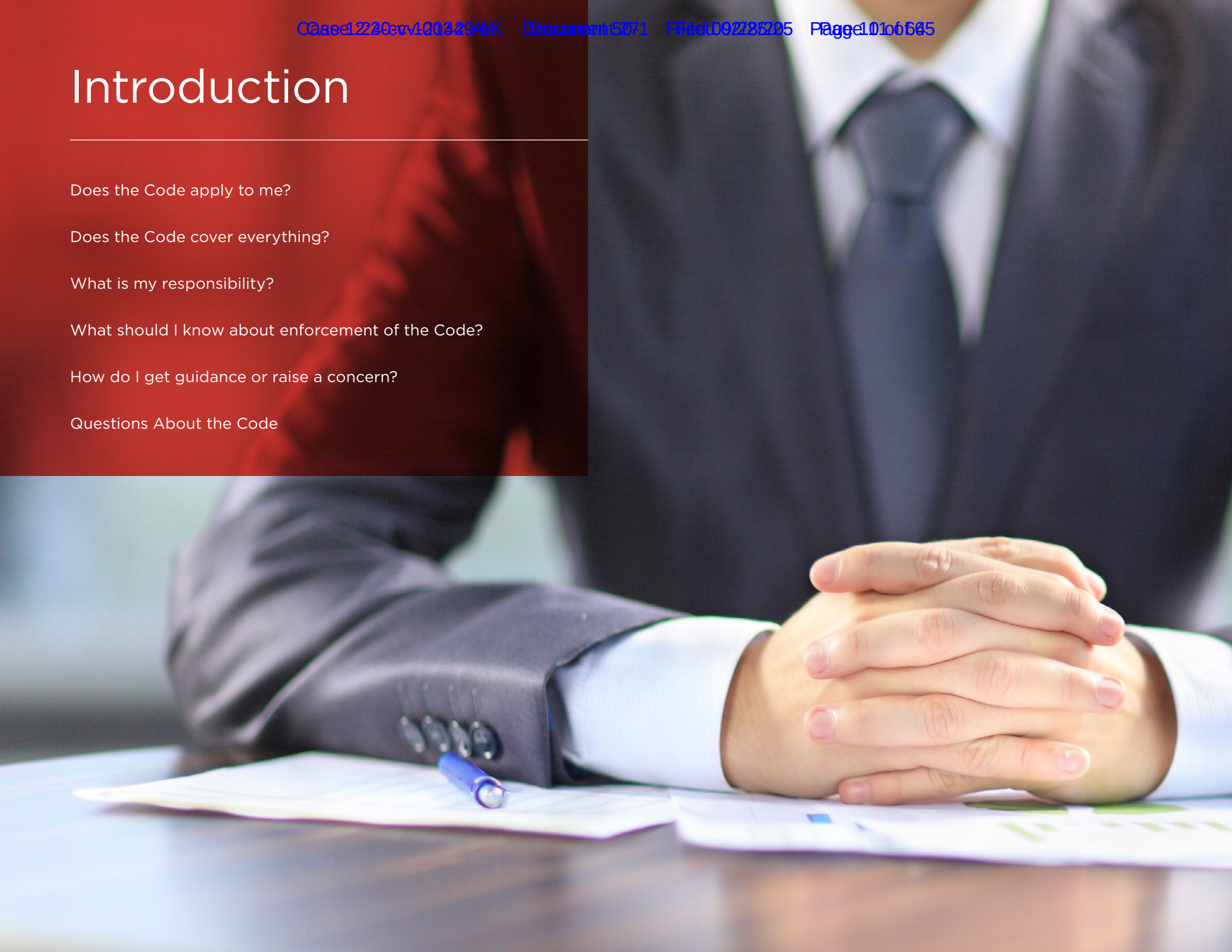
Does the Code cover everything?

What is my responsibility?

What should I know about enforcement of the Code?

How do I get guidance or raise a concern?

Questions About the Code



Does the Code apply to me?

Yes.

The Code of Business Conduct (“Code”) applies to every employee, director, and officer worldwide. It also applies to parties acting on behalf of Expeditors, such as third-party brokers and other service providers. You should read and familiarize yourself with this Code as well as with all other Expeditors policies, procedures, statements of work, handbooks, and similar information that apply to your job.

If you have a question or idea regarding the Code, do not hesitate to ask that question or offer up that idea. This is our Code—yours, mine, the Chairman of the Board’s, the Chief Executive Officer’s, the Regional Vice President’s, and the District Manager’s.

It belongs to all of us.

It applies to all of us.

And it will help us continue to drive Expeditors in the right direction if we take time to understand it, live it, and continue to make improvements to it.



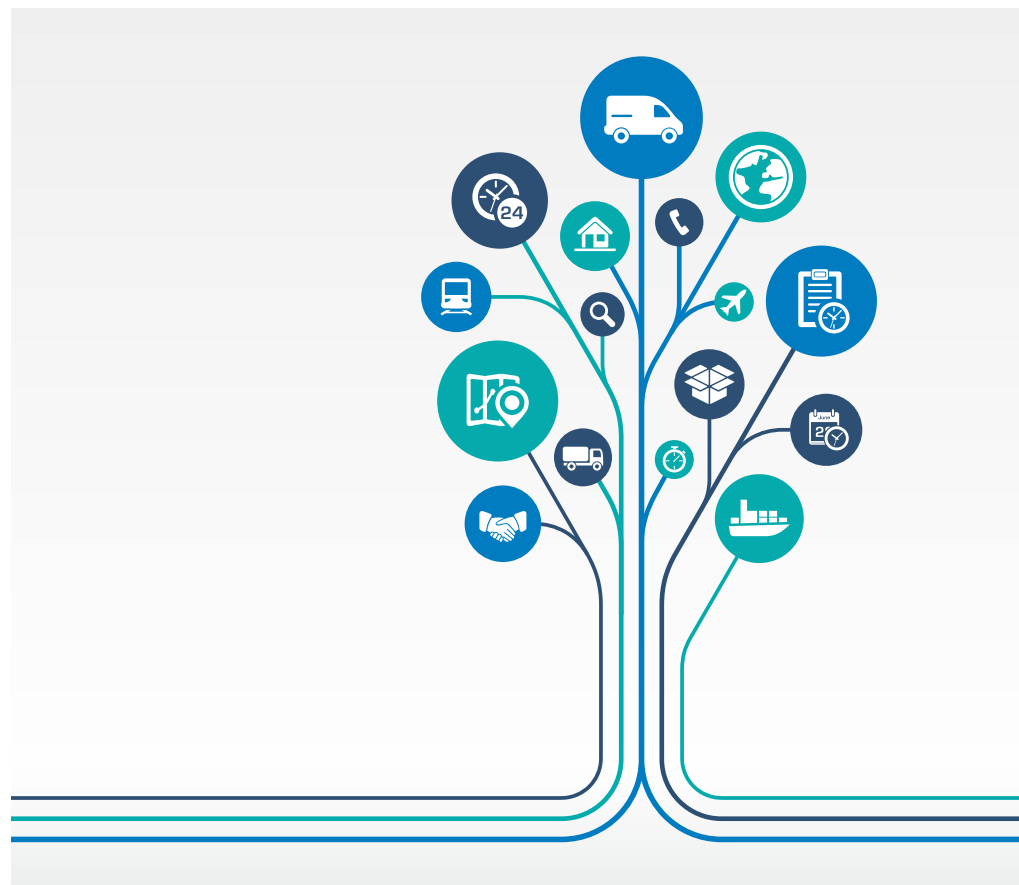
Does the Code cover everything?

No.

This Code is not a comprehensive guide to all of Expeditors' policies or to all of our responsibilities under law and regulation.

Instead, the Code is an important reference to help you understand your obligations and think through how to do business the right way. You can find more information about specific policies on the Expeditors intranet.

Use the open door policy to speak to your supervisor, manager, or other leader. The Legal Department also can provide additional guidance.



INTRODUCTION

What is my responsibility?

You have a responsibility to do what is right.

You do what is right when you comply with the letter and the spirit of the Code, Expeditors' policies and procedures, and all applicable laws and regulations. The letter of the Code, as an example, is the literal requirements of that Code provision—what the Code says. The spirit is the intent inspiring those requirements—what is intended by the Code. Both are very important. The best interests of the Company are not served by exploiting general language, technicalities, or other loopholes to comply with only the letter (but not the spirit) of the Code, our policies and procedures, and applicable laws and regulations.

Every Expeditors supervisor, manager, and leader has an additional responsibility to lead by example and ensure that those with whom they work understand the Code (both its letter and its spirit).

You also have a responsibility to report any known or suspected violation of the Code.



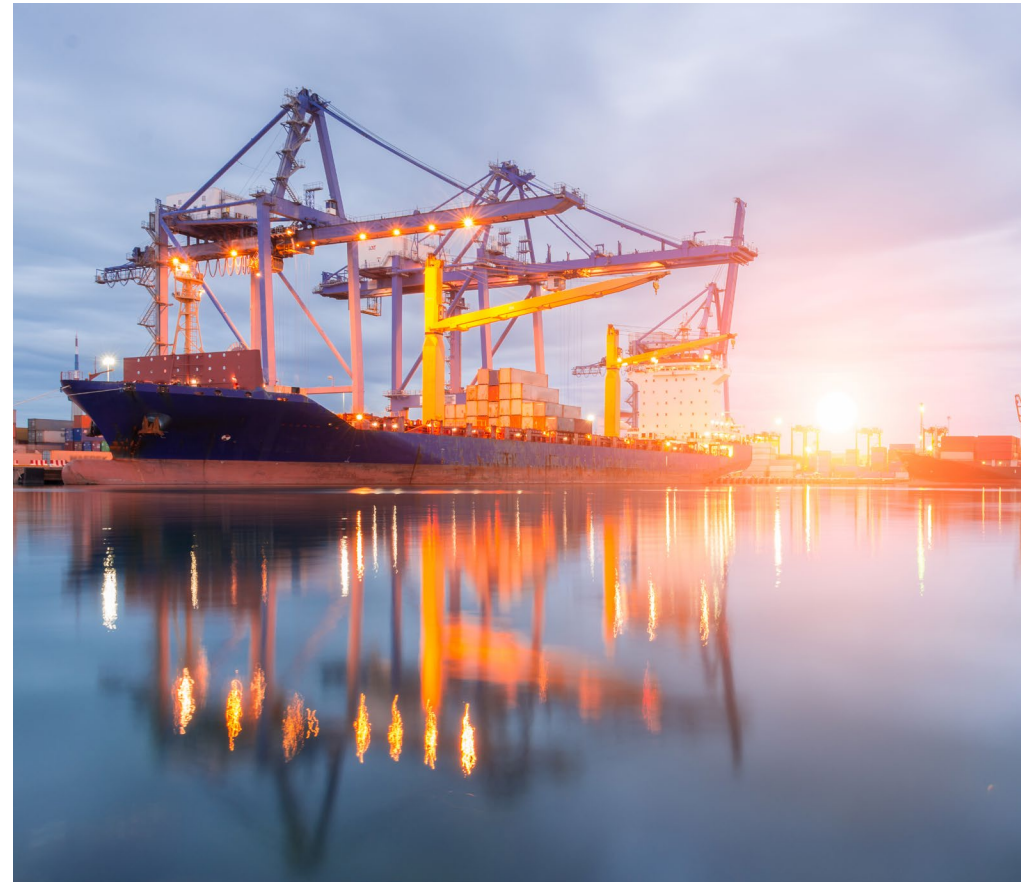
INTRODUCTION

What should I know about enforcement of the Code?

Expeditors takes all reports of potential violations seriously and investigates all reported violations.

As appropriate, the Company will protect the confidentiality of those who report a potential violation to the extent it can do so. Expeditors does not permit retaliation against anyone who files a good-faith report of a potential violation. Anyone involved in retaliation will be subject to disciplinary action, up to and including termination of employment.

Any waiver of this Code may be made only by the Board of Directors.



INTRODUCTION

How do I get guidance or raise a concern?

You may get guidance or raise a concern by talking directly with your manager, supervisor, or other relevant leader using the open door policy OR by accessing the helpline.

Open door policy

Every supervisor's, manager's, and executive officer's door is open to every employee in order to encourage direct communication. If you have a concern, a creative idea, or need guidance, start by talking with your supervisor. You may also use your manager's open door or the open door of any executive officer.

Accessing the helpline

 **Online** expeditors.ethicspoint.com

Helpline

Expeditors also provides a helpline, operated by an independent third party, to enable anyone to report any known or suspected violation of law or the Code. Examples of issues that could be reported include concerns about:

- financial reporting;
- internal controls (such as fraud);
- public disclosure or record retention;
- price fixing or competition law/antitrust matters;
- corruption; or
- improper payments or gifts.

You may use the helpline anonymously. Choosing to provide your name or contact information can be helpful to our investigation of the issues reported, however. In either case, trained, third-party personnel will promptly transmit the information you report to the appropriate Expeditors officials. When you contact the helpline, you will be assigned a control number that will allow you to follow up on the matter, receive updates, or provide additional information, even if you choose not to give your name or contact information.

INTRODUCTION

Questions About the Code

If you have any questions about anything in the Code itself or appropriate actions in light of the Code, contact the Chief Executive Officer, Chief Financial Officer, Chief Ethics & Compliance Officer, General Counsel, or relevant group within the Legal Department.

What else should I know?

If any part of the Code conflicts with any applicable federal, state, local, or international law, the law takes precedence. Expeditors may amend or discontinue the policies described in this Code. You are responsible for checking revisions and updates to the Code. Violations of law, regulation, Expeditors' policies, or this Code are serious matters and may lead to disciplinary action up to and including termination of your employment.



To comply (or comply with) means to observe, respect, follow, and abide by.

Conducting Business with Integrity

By conducting business with uncompromising integrity, you help protect Expeditors, your customers, suppliers, co-workers, and yourself.

Compliance with Law

Anti-Corruption

Conflicts of Interest

Gifts & Entertainment

International Trade: Sanctions, Export Controls, & Anti-Boycott

Antitrust/Competition

Financial Records

Community Activities & Political Contributions



Compliance with Law

In all activities, you must comply with all applicable laws and regulations. Unethical or illegal behavior never serves Expeditors' interests and is not permitted.

How do I comply?

You comply by observing, respecting, following, and abiding by both the letter and the spirit of the laws and regulations that apply to what you do. U.S. laws and regulations specifically apply to all of us at Expeditors because of the Company policy that says we are all "U.S. persons," regardless of our country of citizenship, where we live, where we are located, or where we work.

Where can I learn more?

This Code, as well as the various Expeditors policies specifically referenced in the Code and other policies that may not be individually called out, provides additional information on what laws and standards apply to your business activities. Use the open door policy to speak to your supervisor, manager, or other leader. The Legal Department's Compliance group also can provide additional guidance.



Associated Company Policies

- | | |
|--|--|
| 1. Authorizations & Powers of Attorney | 9. Information Technology Assets & Cybersecurity |
| 2. Background Checks | 10. Known Customer & Known Service Provider |
| 3. Dangerous Goods & Hazardous Materials | 11. Official Government Communications |
| 4. Denied Party Screening | 12. Prohibited & Restricted Commodities |
| 5. Expeditors as Authorized Importer or Exporter | 13. Rate Filing |
| 6. Finance & Accounting | 14. Sanctions, Export Controls, & Anti-Boycott |
| 7. Global Air Cargo Security | 15. Security & Safety |
| 8. Global Privacy | 18. Use of Drugs or Alcohol; Social Functions |



To comply (or comply with) means to observe, respect, follow, and abide by.

Anti-Corruption

You must comply with the anti-corruption laws of the U.S. and other countries.

For example, if you are pressured to make an unreceipted payment to persuade others to grant permits or make similar favorable business decisions, understand that such payments and activities are almost always unethical and illegal. If you have any question about whether a payment or other action is appropriate, you should contact the Legal Department's Compliance group before making the payment or taking the action.

How do I comply?

You must observe, respect, follow, and abide by the U.S. Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act, and all other applicable anti-corruption laws. You may not offer, promise, or pay—or arrange for a third party to offer, promise, or pay—kickbacks, bribes, undisclosed commissions, lavish gifts, unlawful services, excessive entertainment, or anything else of value to any other person for the purpose of exerting improper influence over the recipient; inducing the recipient to violate his or her duties; securing an improper advantage for the Company; or rewarding the recipient for past conduct. Such offers, promises, and payments are prohibited even if you personally make the payments with your own money without seeking reimbursement from the Company. You also may not receive any such improper payments, gifts, or services. If you become aware of an improper offer, promise, or payment, you must immediately contact the Legal Department or use the helpline to report what you know.

continued on next page...

Anti-Corruption

You must comply with the anti-corruption laws of the U.S. and other countries.

Are there any exceptions?

Legitimate, receipted payments made to a government agency are almost always legal and ethical. But you must never make a payment directly to an individual working for such an agency. This example illustrates the difference: A payment for customs duties paid to the official government customs agency and for which you receive an official receipt is almost certainly proper. On the other hand, an unreceipted payment to John Smith, a government customs official, is quite likely unlawful and improper, regardless of the purpose of the payment. If you have any question about whether a payment or other action is appropriate, you should contact the Legal Department's Compliance group before making the payment or taking the action.

Facilitation payments, which are payments made to expedite or secure the performance of a routine, non-discretionary government action to which Expeditors is entitled, are strictly prohibited.

Where can I learn more?

The Legal Department's Compliance group can provide additional guidance.

Conflicts of Interest

While you are entitled to manage your personal relationships and financial investments, you must avoid conduct and situations that may conflict, or appear to conflict, with the exercise of independent judgment in the course of your work as an employee of the Company.

Examples of Potential Conflicts of Interest:

- Consulting for a competitor of Expeditors
- Ownership (even just partial ownership) of any provider offering or performing services on behalf of Expeditors
- Doing business on behalf of Expeditors with your family
- Accepting a personal loan from Expeditors
- Accepting a personal loan or service from a service provider of Expeditors

What is a conflict of interest?

A conflict of interest arises where your financial investment, association, relationship, or other connection could impact your objectivity or conduct as an Expeditors employee or otherwise interferes with the performance of your work for Expeditors.

Associated Company Policies

16. Transactions with Related Persons

What do I do if I suspect or have an actual or possible conflict of interest?

You must notify your supervisor of any situation that is, or could be perceived as, a conflict of interest when it occurs or, preferably, before it occurs. Disclosure to Expeditors' Chief Executive Officer, Chief Financial Officer, and your supervisor (or manager or other leader) is always part of a responsible approach to a situation involving an actual or possible conflict of interest.

Is it possible to have a conflict of interest with a previous employer?

Yes. If you have signed a confidentiality, non-solicit, or non-compete agreement with a prior employer, notify your hiring contact at the Company or, if transferring jobs within Expeditors, notify your supervisor. Expeditors will respect any such binding agreement.

Where can I learn more?

Use the open door policy to speak to your supervisor, manager, or other leader. The Legal Department's Compliance group can provide additional guidance.

Gifts & Entertainment

Gifts and entertainment can help build goodwill in business, but they can also compromise or appear to compromise the ability to make independent decisions. In addition, offering, giving, or accepting gifts and entertainment may raise legal issues.

Can I offer, give, or receive any gift or entertainment?

What approvals do I need?

In general, you should avoid offering, giving, or accepting any gift from any party with which the Company does business. Similarly, you should entertain and be entertained only at times and in circumstances authorized by Company policy. You should never entertain or be entertained in a manner that creates an appearance of impropriety. The provision or receipt of gifts or entertainment must be authorized by a direct supervisor, the Chief Ethics & Compliance Officer, or an executive officer of the Company in accordance with Expeditors' policy, no matter how small the value of the gift or entertainment.

Where can I learn more?

Use the open door policy to speak to your supervisor, manager, or other leader. The Legal Department's Compliance group can provide additional guidance.



To comply (or comply with) means to observe, respect, follow, and abide by.

International Trade: Sanctions, Export Controls, & Anti-Boycott

One significant responsibility Expeditors faces in operating globally is compliance with all applicable international trade laws and regulations. These include the sanctions, export controls, and anti-boycott laws and regulations of the U.S. and other countries.

How do I comply?

You and anyone acting on behalf of the Company must comply with all applicable sanctions and export controls laws and regulations of the countries in which the Company operates. In addition, you are required to comply with U.S. sanctions laws and regulations even if you live outside the U.S. and are not a citizen of the U.S.; we are all U.S. persons, per Company policy. You may not comply with international economic boycotts in which the U.S. does not participate.

Where can I learn more?

Trade laws and regulations are often complex; Expeditors Sanctions, Export Controls, and Anti-Boycott Policy on the intranet provides additional information. The Legal Department's Compliance group also can provide additional guidance.



Associated Company Policies

- 3. Dangerous Goods & Hazardous Materials
- 4. Denied Party Screening
- 14. Sanctions, Export Controls, & Anti-Boycott



To comply (or comply with) means to observe, respect, follow, and abide by.

Antitrust/Competition

Antitrust and competition laws of the U.S., the European Union, and other countries were enacted to help preserve free markets by promoting competition in the marketplace. Expeditors strongly believes that fair competition and a free market serve the best interests of Expeditors and our employees, shareholders, and customers.

How do I comply?

Expeditors employees, directors, and officers, and anyone acting on behalf of the Company, must comply with all applicable antitrust and competition laws. We must each avoid conduct that could be seen as an attempt to keep market forces from working.

We should never share commercially sensitive information with competitors without prior approval from the Legal Department's Compliance group. Expeditors employees, directors, and officers, and anyone acting on behalf of the Company, who believe they have been involved in or have knowledge of an activity that could give rise to an antitrust or competition law issue should immediately contact the Legal Department.

Examples of Prohibited Conduct

- Agreeing with a competitor to divide or otherwise allocate the market or customers
- Agreeing with a competitor to fix prices
- Collaborating or coordinating with a competitor on a competitive bid
- Agreeing with a competitor to boycott another business
- Discussing commercially sensitive information with a competitor
- Joining a trade association that encourages or promotes anti-competitive conduct

Where can I learn more?

An Antitrust and Competition resource provides additional information to help reduce the possibility of antitrust/competition violations. The Legal Department's Compliance group also can provide additional guidance.

Financial Records & Reports

Expeditors' financial records are the basis for managing our business and fulfilling our obligations to employees, shareholders, customers, suppliers, and regulatory authorities. These records help us provide shareholders and investors with full, fair, accurate, timely, and understandable disclosure in the reports that the Company files to meet legal requirements. Every Company financial record must be valid, accurate, complete, timely, and in accordance with the law to enable us to fulfill those obligations.

How do I comply?

You must comply with the Company policies and internal controls requirements applicable to your job. If you don't know what those internal controls requirements are, speak with your supervisor to learn them. In summary, you must maintain complete and accurate books and records, comply with generally accepted accounting principles, and accurately and timely complete all financial records (including time records, invoices, travel and entertainment receipts, sales records, receipts from governments, and expense reports).



Where can I learn more?

Several related resources are available on the intranet and all provide additional information. For example, there are resources on Financial Reporting, internal controls (Principles of Internal Control and System of Internal Control), and the Document Retention Standards. The Legal Department's Compliance group also can provide additional guidance.

Associated Company Policies

- 6. Finance & Accounting
- 17. Treasury



To comply (or comply with) means to observe, respect, follow, and abide by.

Community Activities & Political Contributions

Expeditors encourages all employees, directors, and officers to participate on an individual basis in community and political activities.

Those who do participate in community and political activities do so as individual citizens and not as representatives of Expeditors. You are not authorized to use Expeditors' premises for (or contribute Expeditors' funds in support of) political or campaign purposes. Expeditors does not support or endorse political parties or individual candidates.

Where can I learn more?

Use the open door policy to speak to your supervisor, manager, or other leader. The Legal Department's Compliance group can provide additional guidance.



Protecting Assets & Information

We are all responsible for protecting Expeditors' assets and information, as well as the assets and information of our customers, suppliers, and business partners.

Confidential Business Information

Privacy & Data Protection

Obligations Regarding Expeditors Stock/Insider Trading

Document Retention

Confidential Business Information

You are entrusted with our confidential information and with the confidential information of our suppliers, customers, and other business partners. This information is our property, or the property of our suppliers, customers, or business partners, and in many cases was developed at great expense. We take seriously our responsibilities related to the collection, use, and disclosure of this information.

What types of information may be confidential?

Any information relating to Expeditors or its suppliers, customers, or other business partners that we encounter as part of our employment or other association with Expeditors may be confidential. Of particular concern is non-public information that, if disclosed, might be of use to our competitors, or harmful to our suppliers, customers, or other business partners.

Examples of Confidential Information

- Technical or proprietary information about current or future services
- Business and marketing plans and projections
- Information on a customer's commercial invoice
- Internal financial data
- Personal information
- Supply and customer lists

Associated Company Policies

- 2. Background Checks
- 15. Security & Safety

How do I comply?

You must use confidential information only for legitimate Expeditors business purposes and not for personal gain.

You must never discuss confidential information with or in the presence of any unauthorized persons, including family members and friends.

You should also exercise caution when discussing Expeditors' business in public or when reading confidential documents in public places.

If your employment ends at Expeditors, you must return all such information to Expeditors immediately. Your obligations regarding trade secrets and confidential property of the Company is ongoing, even after your employment ends. Do not take files, documents, or any other confidential information with you if you leave the Company.

Only certain individuals are authorized to speak on behalf of Expeditors in response to requests for information about the Company from investors, the press, or other third parties. Always refer any such requests for information to the Chief Executive Officer, Chief Financial Officer, or General Counsel.

Where can I learn more?

Use the open door policy to speak to your supervisor, manager, or other leader. The Legal Department can provide additional guidance.

Privacy & Data Protection

Expeditors respects the general right to privacy of all individuals regarding their personally identifiable information (“PII”) and follows all applicable laws on the use of PII. In carrying out Expeditors’ business, you may collect, use, or have access to PII belonging to our employees, customers, and third-party service providers. Expeditors takes seriously its responsibilities related to the collection, use, and disclosure of this information. Expeditors is committed to respecting the privacy of any PII we collect, use, or otherwise process.

What types of information are protected?

The kind of information that can be PII varies by country. PII often means all data that relates to a natural person (for example, an employee, a customer contact, or a third-party service provider representative), including name, physical address, phone number, and e-mail address. PII can also include business contact information (such as job title, department, and name of employer); country information (for example, from which country is a person accessing Expeditors’ web site, www.expeditors.com); usernames and passwords used to access Expeditors’ external-facing resources and tools (like exp.o®); and other personal information as may be provided by the customer or third-party service provider representative.

How do I comply?

If you are in a job function where handling PII is part of your responsibilities, you should be aware of and comply with local laws, regulations, and all applicable Company policies. In general:

- PII may only be collected, used, or otherwise processed by lawful means and for lawful purposes and, where required, with the knowledge and/or consent of the person to whom it pertains.
- PII may be used only for business purposes and only in accordance with applicable law and, where necessary, with appropriate consent.
- There are legal restrictions on transferring PII to another party, including to other persons or entities within the Expeditors network. There may be additional legal restrictions on transferring PII outside its country of origin.

Where can I learn more?

The Legal Department can provide additional guidance.

Associated Company Policies

- | | |
|----------------------|--|
| 2. Background Checks | 9. Information Technology Assets & Cybersecurity |
| 8. Global Privacy | 15. Security & Safety |



Obligations Regarding Expeditors Stock/Insider Trading

Expeditors is a publicly traded company, as are many of our customers and suppliers.

What is “material inside information”?

Material inside information is any information that has not reached the general marketplace and is likely to be believed important by investors considering buying or selling the securities (stock or shares) of the entity.

Using material inside information for trading securities, or tipping others to trade, is both unethical and illegal. You are prohibited, directly or through others, from using material inside information relating to the Company or any party with which we do business to buy or sell securities or otherwise take personal advantage of the information. You are similarly prohibited from passing such information on to others.

Where can I learn more?

The Legal Department’s Compliance group can provide additional guidance.



Examples of Material Inside Information

- Financial results (branch, Company, product, or other), whether good or bad, not yet announced to the public
- Business activities and volumes
- Proposed mergers and acquisitions
- Sale of major assets
- Changes in dividends
- Extraordinary items for accounting purposes
- Business developments (such as major litigation)

Associated Company Policies

6. Finance & Accounting

Document Retention

Expeditors' records (and the records of all of its subsidiaries, affiliates, business units, and departments) are important to the proper functioning of the Company and are valuable business assets. Knowing what documents and information to keep—and for how long—is an important part of the job at Expeditors.

How do I comply?

You should follow Expeditors' record retention and destruction procedures. You should never destroy or alter any document that is the subject of any pending or threatened proceeding, dispute, or regulatory inquiry.

Where can I learn more?

Expeditors' Document Retention Standards provide additional information. The Legal Department also can provide additional guidance.



Associated Company Policies

9. Information Technology Assets & Cybersecurity



To comply (or comply with) means to observe, respect, follow, and abide by.

Fostering a Positive Work Environment

Expeditors' most important asset is its employees. The Company believes that creating and maintaining a positive work environment for employees is essential to our employees' success, operational excellence, and quality customer service.

Equal Opportunity Employment

Harassment & Intimidation

Labor Standards

Security

Health & Safety

Environment

Equal Opportunity Employment

Expeditors is committed to providing all persons an equal employment opportunity.

Our policies are designed to promote fairness and equitable treatment. Unacceptable behaviors include harassment, intimidation, or discrimination of any kind based on race, sex, sexual orientation, gender identity, gender expression, marital status, age, color, religion, creed, national origin, disability, veteran status, or any other characteristic protected under applicable law.

The Legal Department's Employment group can provide additional guidance.

How do I comply?

You should treat your colleagues with respect and demand that others do as well. Supervisors and managers are charged with the responsibility of setting a positive example and enforcing compliance. If you believe that you or another employee has been subjected to discrimination, you should report it immediately to a supervisor, manager, or an executive officer.



To comply (or comply with) means to observe, respect, follow, and abide by.

Harassment & Intimidation

Expeditors believes all employees must be allowed to work in an open, friendly, and non-coercive environment free of harassment and intimidation.

Harassment may be difficult to recognize in certain circumstances. It may consist of favoritism, comments, and/or conduct that create a hostile or intimidating atmosphere and/or an attempt to condition employment benefits on, for example, sexual or other improper concessions.

The Legal Department's Employment group can provide additional guidance.

How do I comply?

If you believe that you or another employee has been subjected to harassment or intimidation, you should report it immediately to a supervisor, manager, or an executive officer.



Labor Standards

Expeditors will not tolerate abuses of applicable labor standards, including any forced, bonded, or compulsory labor or employment of workers below the minimum legal age of employment.

If you believe that you or another employee has been subjected to a violation of applicable labor standards, you should report it immediately to a supervisor, manager, or an executive officer. The Legal Department's Employment group can provide additional guidance.

How do I comply?

You must comply with the applicable labor standards laws and regulations, and all related Company policies, that affect your job. You are responsible for reporting any noncompliance with the laws and regulations of which you are aware to your manager or to an officer of the Company.



To comply (or comply with) means to observe, respect, follow, and abide by.

Security

To protect our employees, our data, and our customers' assets, Expeditors is committed to maintaining secure business operations globally.

We are committed to upholding Expeditors Security Standards (available on the Operational Performance Standards SharePoint site) and the applicable requirements of all governmental supply chain security programs in which we participate.

The Legal Department's Compliance group and the Security, Health & Safety group can provide additional guidance.

How do I comply?

You should immediately report any security incidents to your manager or local security representative. You must comply with Expeditors Security Standards (available on the Operational Performance Standards SharePoint site) and the supply chain security program requirements that apply to our business.



Associated Company Policies

- 2. Background Checks
- 7. Global Air Cargo Security
- 9. Information Technology Assets & Cybersecurity
- 10. Known Customer & Known Service Provider
- 11. Official Government Communications
- 12. Prohibited & Restricted Commodities
- 15. Security & Safety
- 18. Use of Drugs or Alcohol; Social Functions

Health & Safety

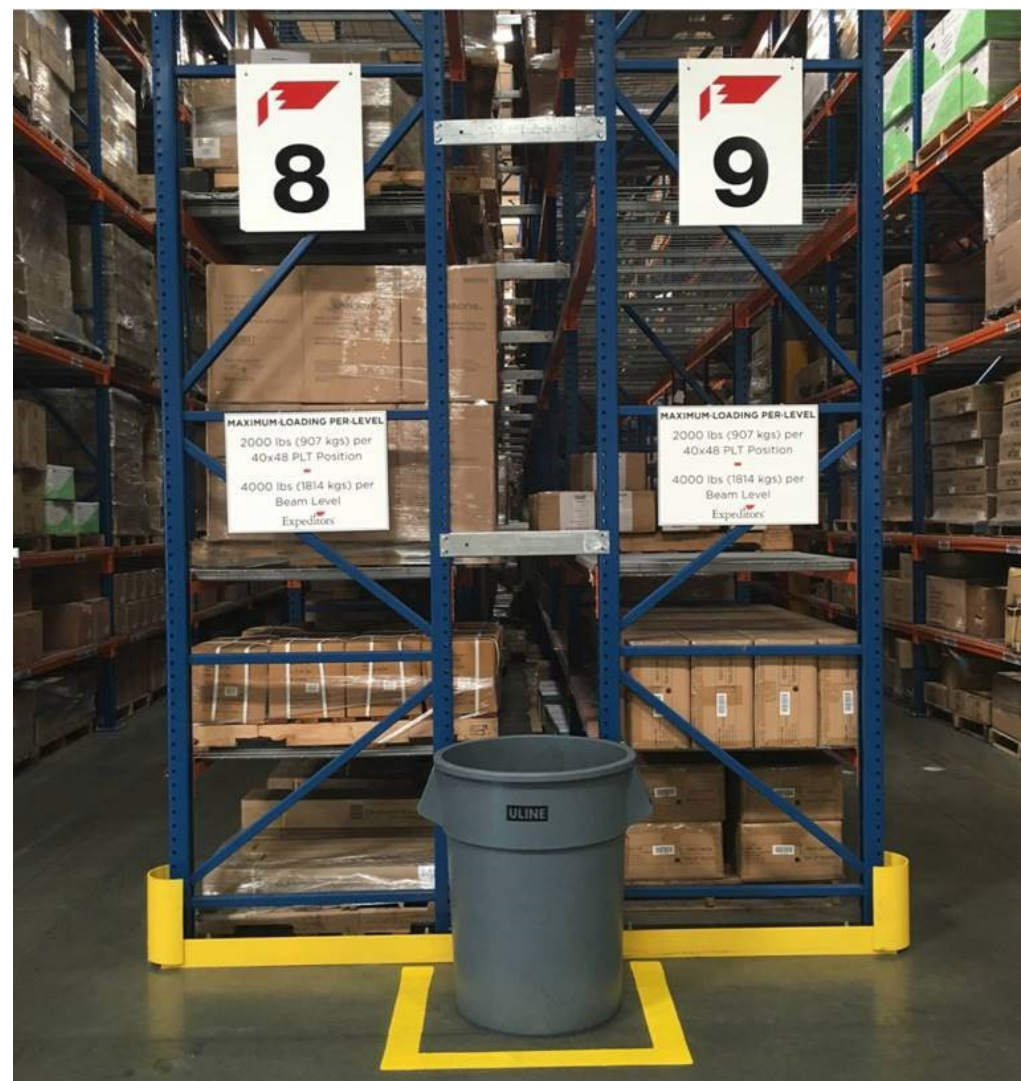
Expeditors views the pursuit of health and safety as a business priority.

We are committed to providing a safe workplace for all employees and complying with all applicable health and safety laws and regulations.

The Legal Department's Compliance and Employment groups, and the Security, Health & Safety group, can provide additional guidance.

How do I comply?

You must immediately report any accidents, injuries, unsafe working conditions, or unlawful conduct, including workplace violence and threatening behavior to your manager, to your local safety representative, or to an officer of the Company. You must comply with Expeditors Safety Standards (available on the Operational Performance Standards SharePoint site) and the health and safety laws and regulations that apply to our business.



Associated Company Policies

- 3. Dangerous Goods & Hazardous Materials
- 11. Official Government Communications
- 12. Prohibited & Restricted Commodities
- 15. Security & Safety
- 18. Use of Drugs or Alcohol; Social Functions



To comply (or comply with) means to observe, respect, follow, and abide by.

Environment

Expeditors views the pursuit of environmental quality as a business priority.

Expeditors complies with all environmental laws and regulations that apply to our business and is committed to maintaining a corporate consciousness that is sensitive to environmental matters.

The Legal Department's Compliance and Employment groups can provide additional guidance.

How do I comply?

Expeditors encourages all employees and service providers to share in its commitment to environmental quality. This can be done through operational improvements and innovative developments that reduce adverse impacts on the environment. Expeditors also offers its employees and service providers many opportunities to become involved in initiatives to support the environment.





Code of **Business Conduct**

If you have any questions about anything in the Code or appropriate actions in light of the Code, contact the Chief Executive Officer, Chief Financial Officer, Chief Ethics & Compliance Officer, or General Counsel.

Accessing the helpline

 **Online** expeditors.ethicspoint.com

Exhibit B

EXPEDITORS INTERNATIONAL OF WASHINGTON, INC.
2016 STOCK OPTION PLAN
STOCK OPTION AGREEMENT

THIS AGREEMENT is entered into as of 05/03/2016 (the "Date of Grant") between Expeditors International of Washington, Inc., a Washington corporation (the "Company"), and **ARMANDO CADENA SANTILLANA** (the "Optionee").

WHEREAS, the Company has approved and adopted the 2016 Stock Option Plan (the "Plan"), pursuant to which the Board of Directors is authorized to grant to employees of the Company and its subsidiaries and affiliates stock options to purchase common stock, \$.01 par value, of the Company (the "Common Stock");

WHEREAS, the Plan provides for the granting of stock options that either (i) are intended to qualify as "Incentive Stock Options" within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) do not qualify under Section 422 of the Code ("Non-Qualified Stock Options");

WHEREAS, on 05/03/2016 (the "Date of Grant"), the Company authorized the grant to the Optionee of a Non- Qualified Stock Option to purchase 2100 shares of Common Stock (the "Option");

NOW, THEREFORE, the Company hereby grants to Optionee the option to purchase, upon the terms and conditions set forth herein and in the Plan, shares of Common Stock, as stated in the initial grant notice and/or Optionee's account at a service provider's stock option website. (At the time of this grant, Optionee views and accepts the Option at the following website: netbenefits.com.

1. Type of Option. This option is intended to be a Non-Qualified Stock Option.
2. Date of Grant. This option was granted on 05/03/2016.
3. Exercise Price. The exercise price for the Option shall be \$ 47.39 per share.
4. Limitation on the Number of Shares. The tax treatment set forth in Section 422 of the Code is subject to certain limitations. These limitations, which are described in Section 5(a) of the Plan and are based upon the Code, generally limit the number of shares that will qualify under Section 422 in any given calendar year. Under Section 5(a) any portion of an Option that exceeds the annual limit shall be a "Non-Qualified Stock Option." The Company can make no representation that any of this Option will actually qualify under Section 422 when exercised.
5. Vesting Schedule.

Vesting Date	Portion of Total Option Which Will Be Exercisable
1 year from 05/03/2016	33%
2 years from 05/03/2016	66%
3 years from 05/03/2016	100%

Upon any Change in Control of the Company, as defined in the Plan, the Option shall accelerate and become fully vested and exercisable in accordance with Section 5(n) of the Plan

6. Option Not Transferable. This Option may not be transferred, assigned, pledged or hypothecated in any manner (whether by operation of law or otherwise) other than by will or by the laws of descent and distribution, and shall not be subject to execution, attachment or similar process. Should any of the foregoing occur, Section 4 of the Plan provides that this Option shall terminate and become null and void.

7. Investment Intent. By accepting this Option, Optionee represents and agrees for himself, and all persons who acquire rights in this Option in accordance with the Plan through Optionee, that none of the shares of Common Stock purchased upon exercise of this Option will be distributed in violation of applicable federal and state laws and regulations, and Optionee shall furnish evidence satisfactory to the Company (including a written and signed representation letter and a consent to be bound by all transfer

restrictions imposed by applicable law, legend condition, or otherwise) to that effect, prior to delivery of the purchased shares of Common Stock.

8. Termination of Option. A vested Option shall terminate, to the extent not previously exercised, upon the occurrence of the first of the following events:
- (i) ten years from the Date of Grant;
 - (ii) the expiration of three (3) months following the date of an Optionee's termination of employment with the Company for any reason other than death or Disability; or
 - (iii) the expiration of six (6) months following the date of death of the Optionee or the cessation of employment of the Optionee by reason of Disability.

In the event of death or Disability of the Optionee, the Option shall be exercisable only by the Optionee, the Optionee's personal representative or administrator or guardian or the person or persons to whom the Optionee's rights under the Option shall pass by the Optionee's will or by the laws of descent and distribution of the state or county of the Optionee's domicile at the time of death. Each unvested Option granted pursuant hereto shall terminate upon the Optionee's termination of employment for any reason whatsoever, including death or Disability. For Incentive Stock Option purposes, "Disability" shall mean that the Optionee is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted, or can be expected to last, for a continuous period of not less than twelve (12) months. This definition of "Disability" is intended to comply with, and will be interpreted consistently with, Sections 22(e)(3) and 422(c)(6) of the Code.

9. Stock. In the case of any stock split, stock dividend or like change in the nature of shares granted by this Agreement, the number of shares and option price shall be proportionately adjusted as set forth in Section 5(m) of the Plan.

10. Exercise of Option. Each exercise of this Option shall be by means of written notice delivered to the Company at its principal executive office in Seattle, Washington, specifying the number of shares of Common Stock to be purchased. Upon each exercise of this Option, the full exercise price for the Common Stock to be purchased together with the amount necessary for the Company to satisfy its withholding obligation imposed by the Internal Revenue Code of 1986, if any, shall be paid to the Company by wire transfer, except to the extent another method of payment is permitted by the Plan Administrator. Alternatively, the Optionee may pay for all or any portion of the exercise price by delivery of previously acquired shares of Common Stock with a fair market value equal to or greater than the full exercise price or by complying with any other payment mechanism which the Plan Administrator may approve at the time of exercise. The exercise date of this Option shall be the date of the Company's receipt of the full exercise price for the Common Stock to be purchased.

11. Holding Period for Incentive Stock Options. In order to obtain the favorable tax treatment currently provided by Section 422 of the Code, the shares of Common Stock must be sold, if at all, after a date which is the later of two (2) years from the date of grant of the Incentive Stock Option or one (1) year from the date upon which the Option is exercised. The Optionee agrees to report sales of such shares prior to the above determined date within one (1) business day after such sale is concluded.

12. Optionee Acknowledgments. Optionee acknowledges that he has read and understands the terms of this Agreement and that:

- (a) The issuance of shares of Common Stock pursuant to the exercise of this Option, the issuance of any securities with respect to such Common Stock by way of a stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or reorganization, and any resale of any such shares of Common Stock, may only be effected in compliance with applicable state and federal laws and regulations, including the Securities Act of 1933, as amended (the "Securities Act");
- (b) By acceptance of the Option, he agrees to defend, indemnify and hold the Company harmless from and against loss or liability arising from the transfer of the Option or any Common Stock issued pursuant thereto or any interest therein in violation of the provisions of the Securities Act or of this Option Agreement;

(c) He agrees that prior to any exercise of the Option, he will seek access to all information relating to the merits and risks of acquiring Common Stock necessary to make an informed decision;

(d) He is not entitled to any rights as a shareholder with respect to any shares of Common Stock issuable hereunder until he becomes a shareholder of record;

(e) The shares of Common Stock subject hereto may be adjusted in the event of certain organic changes in the capital structure of the Company or for any other reason permitted by the Plan; and

(f) This Agreement does not constitute an employment agreement nor does it entitle Optionee to any specific employment or to employment for a period of time, and Optionee's continued employment, if any, with the Company shall be at will and is subject to termination in accordance with the Company's prevailing policies and any other agreement between Optionee and the Company.

13. Professional Advice. The acceptance and exercise of the Option and the sale of Common Stock issued pursuant to exercise of the Option may have consequences under federal and state tax and securities laws which may vary depending on the individual circumstances of the Optionee. Accordingly, the Optionee acknowledges that he has been advised to consult his personal legal and tax advisor in connection with this Agreement and his dealings with respect to the Option or the Common Stock.

14. Notices. Any notice required or permitted to be made or given hereunder shall be hand delivered or mailed by certified or registered mail to the Company's address set forth below, or to the Optionee's address on file at the Company's Stock Administration department or as changed from time to time by written notice to the other.

Notices shall be deemed received and effective upon the earlier of (i) hand delivery to the recipient, (ii) five days after the date of postmark by the United States Postal Service or its successor or (iii) posting on the service provider's stock option website.

Company Expeditors International of Washington, Inc.
 Attention: Stock Administration
 1015 Third Avenue, 12th Floor
 Seattle, Washington 98104

15. Agreement Subject to Plan. This Option and this Agreement evidencing and confirming the same are subject to the terms and conditions set forth in the Plan and in any amendments to the Plan existing now or in the future, which terms and conditions are incorporated herein by reference. A copy will be made available upon request. Should any conflict exist between the provisions of the Plan and those of this Agreement, those of the Plan shall govern and control. This Agreement and the Plan set forth the entire understanding between the Company and the Optionee with respect to the Option and shall be construed and enforced under the laws of the State of Washington. Any action brought with respect to this Option or the Plan shall be brought in a court in King County, Washington.

Dated as of the 05/03/2016.

EXPEDITORS INTERNATIONAL OF WASHINGTON, INC

By

A handwritten signature in black ink, appearing to read "Aru Mun", is written over a horizontal line.

President and C.E.O.

GEN63IFY

05/27/2016 10:24 am U.S. Eastern Standard Time

ACCEPTED

Exhibit C

**EXPEDITORS INTERNATIONAL OF WASHINGTON, INC.
2015 STOCK OPTION PLAN
STOCK OPTION AGREEMENT**

THIS AGREEMENT is entered into as of 05/21/2015 (the "Date of Grant") between Expeditors International of Washington, Inc., a Washington corporation (the "Company"), and **ARMANDO CADENA SANTILLANA** (the "Optionee").

WHEREAS, the Company has approved and adopted the 2015 Stock Option Plan (the "Plan"), pursuant to which the Board of Directors is authorized to grant to employees of the Company and its subsidiaries and affiliates stock options to purchase common stock, \$.01 par value, of the Company (the "Common Stock");

WHEREAS, the Plan provides for the granting of stock options that either (i) are intended to qualify as "Incentive Stock Options" within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) do not qualify under Section 422 of the Code ("Non-Qualified Stock Options");

WHEREAS, on 05/21/2015 (the "Date of Grant"), the Company authorized the grant to the Optionee of a Non- Qualified Stock Option to purchase 2000 shares of Common Stock (the "Option");

NOW, THEREFORE, the Company hereby grants to Optionee the option to purchase, upon the terms and conditions set forth herein and in the Plan, shares of Common Stock, as stated in the initial grant notice and/or Optionee's account at a service provider's stock option website. (At the time of this grant, Optionee views and accepts the Option at the following website: netbenefits.com.

1. Type of Option. This option is intended to be a Non-Qualified Stock Option.
2. Date of Grant. This option was granted on 05/21/2015.
3. Exercise Price. The exercise price for the Option shall be \$ 47.27 per share.
4. Limitation on the Number of Shares. The tax treatment set forth in Section 422 of the Code is subject to certain limitations. These limitations, which are described in Section 5(a) of the Plan and are based upon the Code, generally limit the number of shares that will qualify under Section 422 in any given calendar year. Under Section 5(a) any portion of an Option that exceeds the annual limit shall be a "Non-Qualified Stock Option." The Company can make no representation that any of this Option will actually qualify under Section 422 when exercised.
5. Vesting Schedule.

Vesting Date	Portion of Total Option Which Will Be Exercisable
3 years from 05/21/2015	50%
4 years from 05/21/2015	75%
5 years from 05/21/2015	100%

Upon any Change in Control of the Company, as defined in the Plan, the Option shall accelerate and become fully vested and exercisable in accordance with Section 5(n) of the Plan

6. Option Not Transferable. This Option may not be transferred, assigned, pledged or hypothecated in any manner (whether by operation of law or otherwise) other than by will or by the laws of descent and distribution, and shall not be subject to execution, attachment or similar process. Should any of the foregoing occur, Section 4 of the Plan provides that this Option shall terminate and become null and void.

7. Investment Intent. By accepting this Option, Optionee represents and agrees for himself, and all persons who acquire rights in this Option in accordance with the Plan through Optionee, that none of the shares of Common Stock purchased upon exercise of this Option will be distributed in violation of applicable federal and state laws and regulations, and Optionee shall furnish evidence satisfactory to the

Company (including a written and signed representation letter and a consent to be bound by all transfer restrictions imposed by applicable law, legend condition, or otherwise) to that effect, prior to delivery of the purchased shares of Common Stock.

8. Termination of Option. A vested Option shall terminate, to the extent not previously exercised, upon the occurrence of the first of the following events:
- (i) ten years from the Date of Grant;
 - (ii) the expiration of three (3) months following the date of an Optionee's termination of employment with the Company for any reason other than death or Disability; or
 - (iii) the expiration of six (6) months following the date of death of the Optionee or the cessation of employment of the Optionee by reason of Disability.

In the event of death or Disability of the Optionee, the Option shall be exercisable only by the Optionee, the Optionee's personal representative or administrator or guardian or the person or persons to whom the Optionee's rights under the Option shall pass by the Optionee's will or by the laws of descent and distribution of the state or county of the Optionee's domicile at the time of death. Each unvested Option granted pursuant hereto shall terminate upon the Optionee's termination of employment for any reason whatsoever, including death or Disability. For Incentive Stock Option purposes, "Disability" shall mean that the Optionee is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted, or can be expected to last, for a continuous period of not less than twelve (12) months. This definition of "Disability" is intended to comply with, and will be interpreted consistently with, Sections 22(e)(3) and 422(c)(6) of the Code.

9. Stock. In the case of any stock split, stock dividend or like change in the nature of shares granted by this Agreement, the number of shares and option price shall be proportionately adjusted as set forth in Section 5(m) of the Plan.

10. Exercise of Option. Each exercise of this Option shall be by means of written notice delivered to the Company at its principal executive office in Seattle, Washington, specifying the number of shares of Common Stock to be purchased. Upon each exercise of this Option, the full exercise price for the Common Stock to be purchased together with the amount necessary for the Company to satisfy its withholding obligation imposed by the Internal Revenue Code of 1986, if any, shall be paid to the Company by wire transfer, except to the extent another method of payment is permitted by the Plan Administrator. Alternatively, the Optionee may pay for all or any portion of the exercise price by delivery of previously acquired shares of Common Stock with a fair market value equal to or greater than the full exercise price or by complying with any other payment mechanism which the Plan Administrator may approve at the time of exercise. The exercise date of this Option shall be the date of the Company's receipt of the full exercise price for the Common Stock to be purchased.

11. Holding Period for Incentive Stock Options. In order to obtain the favorable tax treatment currently provided by Section 422 of the Code, the shares of Common Stock must be sold, if at all, after a date which is the later of two (2) years from the date of grant of the Incentive Stock Option or one (1) year from the date upon which the Option is exercised. The Optionee agrees to report sales of such shares prior to the above determined date within one (1) business day after such sale is concluded.

12. Optionee Acknowledgments. Optionee acknowledges that he has read and understands the terms of this Agreement and that:

- (a) The issuance of shares of Common Stock pursuant to the exercise of this Option, the issuance of any securities with respect to such Common Stock by way of a stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or reorganization, and any resale of any such shares of Common Stock, may only be effected in compliance with applicable state and federal laws and regulations, including the Securities Act of 1933, as amended (the "Securities Act");
- (b) By acceptance of the Option, he agrees to defend, indemnify and hold the Company harmless from and against loss or liability arising from the transfer of the Option or any

Common Stock issued pursuant thereto or any interest therein in violation of the provisions of the Securities Act or of this Option Agreement;

(c) He agrees that prior to any exercise of the Option, he will seek access to all information relating to the merits and risks of acquiring Common Stock necessary to make an informed decision;

(d) He is not entitled to any rights as a shareholder with respect to any shares of Common Stock issuable hereunder until he becomes a shareholder of record;

(e) The shares of Common Stock subject hereto may be adjusted in the event of certain organic changes in the capital structure of the Company or for any other reason permitted by the Plan; and

(f) This Agreement does not constitute an employment agreement nor does it entitle Optionee to any specific employment or to employment for a period of time, and Optionee's continued employment, if any, with the Company shall be at will and is subject to termination in accordance with the Company's prevailing policies and any other agreement between Optionee and the Company.

13. Professional Advice. The acceptance and exercise of the Option and the sale of Common Stock issued pursuant to exercise of the Option may have consequences under federal and state tax and securities laws which may vary depending on the individual circumstances of the Optionee. Accordingly, the Optionee acknowledges that he has been advised to consult his personal legal and tax advisor in connection with this Agreement and his dealings with respect to the Option or the Common Stock.

14. Notices. Any notice required or permitted to be made or given hereunder shall be hand delivered or mailed by certified or registered mail to the Company's address set forth below, or to the Optionee's address on file at the Company's Stock Administration department or as changed from time to time by written notice to the other.

Notices shall be deemed received and effective upon the earlier of (i) hand delivery to the recipient, (ii) five days after the date of postmark by the United States Postal Service or its successor or (iii) posting on the service provider's stock option website.

Company Expeditors International of Washington, Inc.
 Attention: Stock Administration
 1015 Third Avenue, 12th Floor
 Seattle, Washington 98104

15. Agreement Subject to Plan. This Option and this Agreement evidencing and confirming the same are subject to the terms and conditions set forth in the Plan and in any amendments to the Plan existing now or in the future, which terms and conditions are incorporated herein by reference. A copy will be made available upon request. Should any conflict exist between the provisions of the Plan and those of this Agreement, those of the Plan shall govern and control. This Agreement and the Plan set forth the entire understanding between the Company and the Optionee with respect to the Option and shall be construed and enforced under the laws of the State of Washington. Any action brought with respect to this Option or the Plan shall be brought in a court in King County, Washington.

Dated as of the 05/21/2015.

EXPEDITORS INTERNATIONAL OF WASHINGTON, INC

By

A handwritten signature in black ink, appearing to read "Aru Mun", is written over a horizontal line.

President and C.E.O.

FH17GFI5

06/13/2015 12:53 pm U.S. Eastern Standard Time

ACCEPTED

Exhibit D

EXPEDITORS INTERNATIONAL OF WASHINGTON, INC.
2014 STOCK OPTION PLAN

STOCK OPTION AGREEMENT

THIS AGREEMENT is entered into as of May 7, 2014 (the “Date of Grant”) between Expeditors International of Washington, Inc., a Washington corporation (the “Company”), and the option grant recipient (the “Optionee”).

WHEREAS, the Company has approved and adopted the 2014 Stock Option Plan (the “Plan”), pursuant to which the Board of Directors is authorized to grant to employees of the Company and its subsidiaries and affiliates stock options to purchase common stock, \$.01 par value, of the Company (the “Common Stock”);

WHEREAS, the Plan provides for the granting of stock options that either (i) are intended to qualify as “Incentive Stock Options” within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the “Code”), or (ii) do not qualify under Section 422 of the Code (“Non-Qualified Stock Options”);

WHEREAS, on May 7, 2014 (the “Date of Grant”), the Company authorized the grant to the Optionee of a Non-Qualified Stock Option to purchase shares of Common Stock (the “Option”);

NOW, THEREFORE, the Company hereby grants to Optionee the option to purchase, upon the terms and conditions set forth herein and in the Plan, shares of Common Stock, as stated in the initial grant notice and/or Optionee’s account at a service provider’s stock option website. (At the time of this grant, Optionee views and accepts the Option at the self-service website of Solium Capital Inc.: http://www.solium.com/can_en/.)

1. Type of Option. This option is intended to be a Non-Qualified Stock Option.
2. Date of Grant. This option was granted on May 7, 2014.
3. Exercise Price. The exercise price for the Option shall be \$41.54 per share.
4. Limitation on the Number of Shares. The tax treatment set forth in Section 422 of the Code is subject to certain limitations. These limitations, which are described in Section 5(a) of the Plan and are based upon the Code, generally limit the number of shares that will qualify under Section 422 in any given calendar year. Under Section 5(a) any portion of an Option that exceeds the annual limit shall be a “Non-Qualified Stock Option.” The Company can make no representation that any of this Option will actually qualify under Section 422 when exercised.

5. Vesting Schedule.

Vesting Date	Portion of Total Option Which Will Be Exercisable
May 7, 2017	50 %
May 7, 2018	75 %
May 7, 2019	100 %

Upon any Change in Control of the Company, as defined in the Plan, the Option shall accelerate and become fully vested and exercisable in accordance with Section 5(n) of the Plan.

6. Option Not Transferable. This Option may not be transferred, assigned, pledged or hypothecated in any manner (whether by operation of law or otherwise) other than by will or by the laws of descent and distribution, and shall not be subject to execution, attachment or similar process. Should any of the foregoing occur, Section 4 of the Plan provides that this Option shall terminate and become null and void.

7. Investment Intent. By accepting this Option, Optionee represents and agrees for himself, and all persons who acquire rights in this Option in accordance with the Plan through Optionee, that none of the shares of Common Stock purchased upon exercise of this Option will be distributed in violation of applicable federal and state laws and regulations, and Optionee shall furnish evidence satisfactory to the Company (including a written and signed representation letter and a consent to be bound by all transfer restrictions imposed by applicable law, legend condition, or otherwise) to that effect, prior to delivery of the purchased shares of Common Stock.

8. Termination of Option. A vested Option shall terminate, to the extent not previously exercised, upon the occurrence of the first of the following events:

- (i) ten years from the Date of Grant;
- (ii) the expiration of three (3) months following the date of an Optionee's termination of employment with the Company for any reason other than death or Disability; or
- (iii) the expiration of six (6) months following the date of death of the Optionee or the cessation of employment of the Optionee by reason of Disability.

In the event of death or Disability of the Optionee, the Option shall be exercisable only by the Optionee, the Optionee's personal representative or administrator or guardian or the person or persons to whom the Optionee's rights under the Option shall pass by the Optionee's will or by the laws of descent and distribution of the state or county of the Optionee's domicile at the time of death. Each unvested Option granted pursuant hereto shall terminate upon the Optionee's termination of employment for any reason whatsoever, including death or Disability. For Incentive Stock Option purposes, "Disability" shall mean that the Optionee is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted, or can be expected to last, for a continuous period of not less than twelve (12) months. This definition of "Disability" is intended to comply with, and will be interpreted consistently with, Sections 22(e)(3) and 422(c)(6) of the Code.

9. Stock. In the case of any stock split, stock dividend or like change in the nature of shares granted by this Agreement, the number of shares and option price shall be proportionately adjusted as set forth in Section 5(m) of the Plan.

10. Exercise of Option. Each exercise of this Option shall be by means of written notice delivered to the Company at its principal executive office in Seattle, Washington, specifying the number of shares of Common Stock to be purchased. Upon each exercise of this Option, the full exercise price for the Common Stock to be purchased together with the amount necessary for the Company to satisfy its withholding obligation imposed by the Internal Revenue Code of 1986, if any, shall be paid to the Company by wire transfer, except to the extent another method of payment is permitted by the Plan Administrator. Alternatively, the Optionee may pay for all or any portion of the exercise price by delivery of previously acquired shares of Common Stock with a fair market value equal to or greater than the full exercise price or by complying with any other payment mechanism which the Plan Administrator may approve at the time of exercise. The exercise date of this Option shall be the date of the Company's receipt of the full exercise price for the Common Stock to be purchased.

11. Holding Period for Incentive Stock Options. In order to obtain the favorable tax treatment currently provided by Section 422 of the Code, the shares of Common Stock must be sold, if at all, after a date which is the later of two (2) years from the date of grant of the Incentive Stock Option or one (1) year from the date upon which the Option is exercised. The Optionee agrees to report sales of such shares prior to the above determined date within one (1) business day after such sale is concluded.

12. Optionee Acknowledgments. Optionee acknowledges that he has read and understands the terms of this Agreement and that:

(a) The issuance of shares of Common Stock pursuant to the exercise of this Option, the issuance of any securities with respect to such Common Stock by way of a stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or reorganization, and any resale of any such shares of Common Stock, may only be effected in compliance with applicable state and federal laws and regulations, including the Securities Act of 1933, as amended (the "Securities Act");

(b) By acceptance of the Option, he agrees to defend, indemnify and hold the Company harmless from and against loss or liability arising from the transfer of the Option or any Common Stock issued pursuant thereto or any interest therein in violation of the provisions of the Securities Act or of this Option Agreement;

(c) He agrees that prior to any exercise of the Option, he will seek access to all information relating to the merits and risks of acquiring Common Stock necessary to make an informed decision;

(d) He is not entitled to any rights as a shareholder with respect to any shares of Common Stock issuable hereunder until he becomes a shareholder of record;

(e) The shares of Common Stock subject hereto may be adjusted in the event of certain organic changes in the capital structure of the Company or for any other reason permitted by the Plan; and

(f) This Agreement does not constitute an employment agreement nor does it entitle Optionee to any specific employment or to employment for a period of time, and Optionee's continued employment, if any, with the Company shall be at will and is subject to termination in accordance with the Company's prevailing policies and any other agreement between Optionee and the Company.

13. Professional Advice. The acceptance and exercise of the Option and the sale of Common Stock issued pursuant to exercise of the Option may have consequences under federal and state tax and securities laws which may vary depending on the individual circumstances of the Optionee. Accordingly, the Optionee acknowledges that he has been advised to consult his personal legal and tax advisor in connection with this Agreement and his dealings with respect to the Option or the Common Stock.

14. Notices. Any notice required or permitted to be made or given hereunder shall be hand delivered or mailed by certified or registered mail to the Company's address set forth below, or to the Optionee's address on file at the Company's Stock Administration department or as changed from time to time by written notice to the other.

Notices shall be deemed received and effective upon the earlier of (i) hand delivery to the recipient, (ii) five days after the date of postmark by the United States Postal Service or its successor or (iii) posting on the service provider's stock option website.

Company: Expeditors International of Washington, Inc.
Attention: Stock Administration
1015 Third Avenue, 12th Floor
Seattle, Washington 98104

15. Agreement Subject to Plan. This Option and this Agreement evidencing and confirming the same are subject to the terms and conditions set forth in the Plan and in any amendments to the Plan existing now or in the future, which terms and conditions are incorporated herein by reference. A copy will be made available upon request. Should any conflict exist between the provisions of the Plan and those of this Agreement, those of the Plan shall govern and control. This Agreement and the Plan set forth the entire understanding between the Company and the Optionee with respect to the Option and shall be construed and enforced under the laws of the State of Washington. Any action brought with respect to this Option or the Plan shall be brought in a court in King County, Washington.

Dated as of the 7th day of May, 2014.

By

A handwritten signature in black ink, appearing to read "Apu Mun", is written over a horizontal line.

President and C.E.O

Exhibit E

November 21, 2019

I Armando Cadena recognize that Luis Magdaleno, Ricardo Delgado and myself have been transferring funds from AAASCE account to an account where we are the personal beneficiaries. The funds originate from the 3% extra AAASCE Invoice Expenditures. The funds were not used for any legal purposes (bribe, corruption, facilitation payments). I am willing to return the funds as soon as possible.

To the best of my knowledge the financial records of both companies are accurate.
(tax payments, etc...)

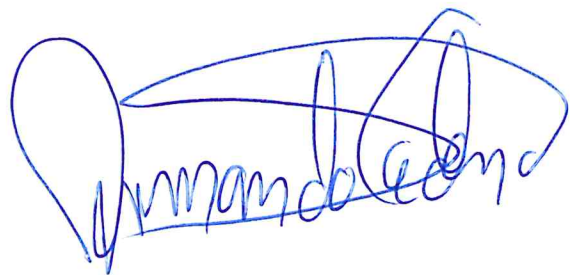
A handwritten signature in blue ink, appearing to read "Armando Cadena", enclosed within a large, loopy, handwritten oval or loop.

Exhibit F

Armando Cadena Santillana
 Retorno 8 del Tepozteco 36 14608
 Mexico City, Mexico
 cadenaarmando@yahoo.com

January 29, 2020

Expeditors International of Washington, Inc.
 Attn: Stock Administration
 1015 Third Ave, 12th Floor
 Seattle, WA 98104

Expeditors International of Washington, Inc.
 Attn: Diane Heffner
 1015 Third Ave, 1st Floor
 Seattle, WA 98104

Expeditors Management Services LLC
 1015 Third Avenue
 Seattle, WA 98104

Via Messenger and Certified Mail

Re: Notice of Exercise of 5,600 Options

To whom it may concern:

This letter provides Expeditors International of Washington, Inc., (the "Company") written notice that I am exercising the 5,600 options granted to me under the Stock Option Agreements dated May 7, 2014, May 21, 2015, and May 3, 2016 (the "Agreements"). These options are located in the Stock Plan Account numbered #136755299 (my "Account") maintained by Fidelity Stock Plan Services, LLC, and Fidelity Personal Trust Company, FSB (collectively, "Fidelity"). Per the Agreements, this is timely notice to the Stock Administration of the Company at the address above and is an effective exercise of the options.

I request that the following 5,600 options be exercised:

Grant Type	Grant Date	Grant ID	Grant Price	Exercisable Options
NSO	May/07/2014	EXP2014SOP	\$41.5400	2,000
NSO	May/21/2015	EXP2015SOP	\$47.2700	1,500
NSO	May/03/2016	EXP2016SOP	\$47.3900	2,100

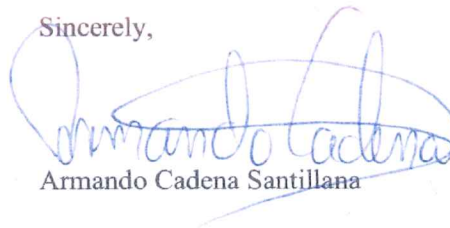
I elect a cashless exercise of these options on the date the Company receives this notice, but no later than January 31, 2020. It is my preference that the excess amount remaining after payment of the exercise cost be remitted to me by certified check care of Mathew Harrington and Joshua Harms of Stokes Lawrence, P.S., at the address below. If the Company refuses this method of payment, the amount may be remitted to my Account.

January 29, 2020
Page 2

If the Company refuses my right to a cashless exercise of these options, Fidelity will debit my Account the exercise amount and transfer that amount to the Company. Thereafter, the Company will transfer the shares to Fidelity. Attached is my letter to Fidelity granting permission to debit my Account the exercise amount.

Please note that I have retained counsel at Stokes Lawrence, P.S., to assist me in this matter. Correspondence should be directed to Mathew Harrington and Joshua Harms. Due to the exigency of this matter, do not hesitate to contact my counsel to discuss the exercise of these options.

Sincerely,



Armando Cadena Santillana

Encl: Letter to Fidelity Stock Plan Services, LLC, and Fidelity Personal Trust Company, FSB

cc: Mathew Harrington
Stokes Lawrence, P.S.
1420 Fifth Avenue, Suite 3000
Seattle, WA 98101
Mathew.Harrington@stokeslaw.com
(206) 892-2135

Joshua Harms
Stokes Lawrence, P.S.
1420 Fifth Avenue, Suite 3000
Seattle, WA 98101
Joshua.Harms@stokeslaw.com
(206) 892-2142

Exhibit G



Mathew Harrington
Mathew.Harrington@stokeslaw.com

January 31, 2020

Kevin Osborn
Vice President, Associate General Counsel, and CECO
Expeditors International of Washington, Inc.
1015 3rd Avenue
Seattle, WA 98104
kevin.osborn@expeditors.com

Via e-mail

Re: Armando Cadena – Exercise of 5,600 Stock Options

Dear Mr. Osborn:

Thank you for discussing with me yesterday Armando Cadena's exercise of 5,600 of his stock options with Expeditors International of Washington, Inc. ("Expeditors") under the 2014–2016 Stock Option Agreements. I was surprised to hear that Expeditors has refused Mr. Cadena's exercise despite its contractual obligations, which are not affected by any collateral disputes arising from his employment with Expeditors. You asserted that the plan documents allow for Expeditors' refusal. Please provide me with any authority for that position.

Sincerely,

STOKES LAWRENCE, P.S.

A handwritten signature in black ink, appearing to read 'Mathew R. Harrington', written over the printed name.

Mathew Harrington

cc: Armando Cadena
Joshua Harms

Exhibit H

Fidelity Brokerage Services LLC
245 Summer Street KP3K, Boston, MA 02210



February 5, 2020

Armando Cadena Santillana
Retomo 8 del Tepoztepec 36 14608
Mexico City, Mexico

Dear Mr. Cadena Santillana:

Thank you for your letter dated January 29, 2020, regarding your request to exercise certain employee stock options. As your concerns are important to us, your correspondence was forwarded to the Executive Office for review. I appreciate this opportunity to respond.

Fidelity Stock Plan Services provides administrative and record keeping services for the Expeditors International of Washington, Inc. Stock Option Plan that includes for years 2014, 2015, and 2016 (the "Plans"). Stock options that are awarded to employees pursuant to these Plans are subject to the terms and conditions of the associated Stock Option Plan documents and agreements. Fidelity, as a directed recordkeeper, follows the instruction of Expeditors International of Washington, Inc. with regard to activities allowed under the Plans.

We are in receipt of your written request to exercise 5,600 stock options in your Stock Plan Account; however, Fidelity Stock Plan Services cannot act on that request per instructions received from Expeditors International of Washington, Inc. Please direct any questions related to this matter to Expeditors International of Washington, Inc.

I hope you find my response helpful in understanding our position on this matter.

If you have additional questions or need further assistance, you can reach our Stock Plan Services (SPS) group at sps@fidelity.com. You can also reach our SPS group at 800-544-0275. Please contact your local phone company for additional dialing instructions. Representatives are available from 5 p.m. Sunday until midnight Friday evening ET.

Sincerely,

A handwritten signature in black ink that reads "Richard Goley". The signature is written in a cursive, flowing style.

Richard Goley
Executive Office

W793074-31JAN20

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on September 28, 2020, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all counsel of record.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

DATED this 28th day of September, 2020 at Seattle, Washington.



Rondi A. Greer